

Classic Car Company - General business conditions

1. General

The general business conditions of the classic car company (also known as CCC) apply to all current and future business connections, especially deliveries, services and other legal transactions between the CCC and its customer in the current frame valid at the moment of the contract termination. Devious agreements and supplements, no matter what type, are only binding as far as they are confirmed in writing by the CCC. General business conditions from the customer are never subject to contract. The customer automatically agrees to the general business conditions of the CCC by placing an order. All statements of the product distributed by us are always subject to change. Errors and changes are reserved. We advise the customer to use a qualified garage (someone who even is able to understand English instructions) for any installation of spare parts. All spare parts bought in the USA don't need to have a general permission for use. It is down to the customer to put a necessary entry in the car documents.

2. Contract settlement

All the information like pictures, descriptions, technical data, features, service descriptions and informations about prices, found in brochures, price lists, catalogues, flyers or other printed matter, in the internet, in online-auctions or documents for specials are without obligation. We don't take any liability for the accuracy of technical data or other informations in the manufacturer brochures or descriptions, which are found on their or our website and online-auctions. Errors are reserved. Technical changes are reserved. Eventual deviations are to be accepted, as long as they are reasonable. Our offers are without obligation, in between sale is reserved. Specially prepared offers from the CCC are only subject to restriction for 14 days.

3. Dispatch, Prices, danger transition

The delivery results to the shipping charges, done individually for each article, and results on account and own danger of the customer. The danger passes over to the customer as soon as the goods are handed over to the person delivering the goods or as soon as they leave the grounds of the CCC. If the customer requests a delay of the delivery, the danger will go to the customer as soon as they are ready for the delivery. The CCC will choose the method of transport and the route. The delivery needs to be checked straight away for completeness, damage or faultiness from the customer. Returns are only possible after a prior agreement with us and under recognition and payment of a withdrawal fee. VAT is included in the prices. The customer is paying for the packaging, shipping, postage and insurance. The CCC is entitled to deliver the goods to the customer C.O.D. The CCC is also entitled to despatch parts of the delivery, where only the first delivery has got the forwarding charges.

4. Delivery Times

We are trying to post ordered and paid goods within 10 working days. Delivery dates and terms of delivery are kept if possible; they are however not binding for us. If there is a delivery delay, caused by the CCC, the customer is allowed to cancel the contract according to the legal regulations, after the customer has given unsuccessfully the CCC in writing an extension of a minimum of 10 working days. The execution of the placed order results subject to on time and sufficient supply through our suppliers. Higher forces, labour dispute actions or other unpredictable hindrances, that we cannot turn away in spite of reasonable care, doesn't matter if it happened in our business or at one of our suppliers, like breakdown, official matters, delay of deliveries from goods or parts, or other false or unpunctual supplies free us for the duration of its effects or in the case of the impossibility altogether from the delivery duty. If the delivery is turning out to be impossible or undisputable because of the events just mentioned, the CCC is allowed to cancel the contract. Liability and compensation claims are excluded if it is a case of our delay of achievement or the impossibility of our achievement; it is different if there was intention or carelessness on sides of the CCC or one of its fulfilment assistants. Liability for usual carelessness is excluded.

5. Purchase

The customer is obliged to take off the delivery themselves or to get it taken off by a representative. If the customer doesn't meet the obligation, the CCC can set him an extension of 7 calendar days with the proportion that after another futile expiration the salesman is entitled to the resignation of the contract and can claim compensation for not fulfilling the demand. The compensation comprises all expenses made in the connection with the settlement of the legal transaction as well as the last profit.

6. Payment

The payment has to be done C.O.D. or at front. Regular customers could be supplied on account after an agreement. If the delivery isn't done C.O.D., all payments have to be done directly to the CCC or to a specified account. All bills have to be paid within 10 days from the billing day without deduction of any discount. The CCC reserves the rights to refuse credit cards, cheques or other drafts. The acceptance always results only because of the payment. Discount and exchange charges have to be paid by the customer at once. If the customer is imminent with the payment, the CCC is entitled to take 5% interest above the norm amount of interest according to paragraph 247 BGB, a minimum of 10% p.a. The customer is only entitled to the setoff if the counterclaim is undisputable or found legal.

7. Conditional Sale

The CCC reserves the property of the delivered goods (goods with reservation) until all requirements (outstanding balances as well) are fulfilled, that emerge between the CCC and the customer now or in future. The customer is not allowed to dispose the goods with reservation. If a third person tries to take the goods with reservation, especially a bailliff, the customer has to point out the property of the CCC and inform the CCC at once. The customer has to bear all costs and damages. If the behaviour of the customer is contrary to the contract, in particular delayed payment, the CCC is entitled to take the reserved goods back at the costs of the customer. It is not a cancellation of the contract when the CCC withdraws or executes the reserved goods.

8. Guaranty & Liability

The liability of the CCC is arranged according to the Sales- and Delivery conditions. All not admitted claims, even compensation claims, no matter from which legal argument, are excluded, unless it was caused through a careless violation of the contract through us, a legal representative or a fulfilling assistant. The term for the guaranty is according to the legal rights 2 years for new goods and starts with the delivery of the goods. If the customer is a businessman in terms of the paragraph 14 BGB, any guaranty is excluded. Any faults have to be declared in writing and specified to the CCC at once, latest 5 calendar days after receiving the goods. Faults which couldn't even be found after a careful check within the period, have to be mentioned straight away in writing to the CCC. The customer has got the right of improvement, if the complaint is proven. The CCC is allowed to have 3 tries of improvement. The contracting parties consider a period of 6 weeks to carry out the improvements for sufficient. An eventual compensation delivery is done step by step after the return of the faulty goods. If the improvement fails or is impossible or disproportionate, the customer has got the right of cancellation or reduction. The CCC only grants the faults, which already existed at the time of the delivery. The CCC is not responsible for the faults, which were known by the customer on entering of the contract. In addition no further claims exist against the CCC, especially no compensation claims for any direct or indirect faults, like loss of profits, financial loss or other losses of the customer. During the time of improvement or repair the customer isn't entitled to free replacements. To claim for the guaranty it is necessary to send the faulty goods with a description of the fault, the model- and serial number, a copy of the bill and delivery note of the goods to the CCC. Improper handling, use or storage of the ordered goods from the customer or even from an authorised third person, would lead to an expiry of the guaranty. The guaranty and compensation also expires if unqualified person cause indirect or direct damage while installing the ordered spare parts. The signing over of guaranties is out of question. Replaced parts change over to the property of the CCC. The guaranty expires if the serial number, type and manufacturer description or other marks were made unreadable or were taken off.

9. Return & Cancellation

The sales contract between the customer and the CCC comes off with the delivery of the goods to the customer, if the customer doesn't cancel the order within 14 days after the delivery. You don't need a reason for the cancellation. The period starts on the day of the delivery. To cancel on time you only need to send the cancellation in writing or the goods. In the case of an effective cancellation the received results on both sides and in case of a profitable use have to be returned. If the customer can't return the received goods (or only partly or in a bad condition), the customer has to pay the damage to the CCC. This could be avoided when the customer doesn't use the goods as its own property and handle it with care. The CCC recommends that the customer only starts using the goods, if he decides, not to use his rights of cancellation. Deliveries, where the blister pack or the original packaging is broken, are excluded from the cancellation rights. Goods which were specifically ordered and made for the customers own wishes are also excluded from the cancellation rights. Returns to the CCC have to be done in the original packaging and also insured, unless the delivered goods vary from the ordered goods. All other unpaid returns are not acceptable. All arise costs, like postage, are non refundable. For payments abroad the advanced prices, for example for transferring charges, will be deducted. The customer has to bring the proof for sending and arriving of the returns. The CCC is strictly not responsible for the transport, delivery or storage damages.

10. Used, reduced or internet/ auction goods

Used and reduced goods are strictly excluded from exchange. The guarantee is strictly reduced to one year with the purchase of used goods. If the customer is a businessman in terms of the paragraph 14 BGB any guarantee is also excluded. According to the international marketing conditions the customer, as a private person, has got the rights to return the new and still in original packages goods (used goods excluded) and the accessories, which were ordered in the online-shop or won at an auction, 14 days after conclusion of the contract. (See 9. Return and Cancellation)

11. Place of execution, Jurisdiction, Efficiency

The place of delivery is Herford. The place of execution for all the commitments of the customer is also Herford. For the jurisdiction for all disputes, even for cases with draft-, cheques- and certificates- proceedings against the contractual partner, who are fully qualified traders, and are juristic person of the civil law inscribed in the commercial register respectively or are legal civil separate estates, or are established abroad, Herford is expressly agreed. Herford is also expressly agreed for the jurisdiction supposing that the contractual partner changes the residence after signing the contract. If one or more of those definitions are turning out to be invalid now or later, it doesn't effect the other definitions. The invalid definition has to be replaced by a new one, which has to realize the purpose of the invalid definition as good as possible. The titles are only used with a view to greater clarity and haven't got a materialistic meaning, especially not a finalized settlement.

12. Data Protection

The customer agrees that the CCC stores all data received from the business connections for their own business purposes.

13. End definition

The right of the Federal Republic of Germany counts with exclusion from the UN-Purchase right over the international purchase of mobile things. The right for the balancing only exists after a legally valid determination of the counter-claim of the customer or if we acknowledged this in writing. Changes or supplements of the determinations laid down in these general business conditions have to be done in writing.

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